



IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

SALLEY STOREY, an individual,

Plaintiff,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, a/k/a and/or d/b/a
STATE FARM MUT AUTO INS CO, a/k/a
and/or d/b/a STATE FARM INSURANCE
COMPANY, a/k/a and/or d/b/a STATE FARM, a
foreign property and casualty insurance company,
and, JOHN DOE, a business entity, and JANE
DOE, an individual,

Defendants.

Case No. CJ-2015-
The Honorable

DANA LYNN KUEHN

DANA LYNN KUEHN

CJ-2015-04126

**DISTRICT COURT
FILED**

NOV 09 2015

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

PETITION

Plaintiff alleges and states as follows:

1. Plaintiff is a resident of Tulsa County, Oklahoma.
2. Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a/k/a and/or d/b/a STATE FARM MUT AUTO INS CO, a/k/a and/or d/b/a STATE FARM INSURANCE COMPANY, a/k/a and/or d/b/a STATE FARM, a foreign property and casualty insurance company, hereinafter "State Farm" or "State Farm Insurance Company," is a mutual automobile insurance company licensed to do business in Tulsa County, Oklahoma.
3. On or about 07/27/14, a hit and run driver crashed into Plaintiff's vehicle.
4. Plaintiff made no improper action.
5. Directly due to the negligence of the hit and run driver, Plaintiff sustained injuries and damage.
6. A driver must pay attention to the road.
7. A driver who hits another driver's vehicle must not leave the scene of a crash.
8. An insurance company must fairly evaluate a claim.
9. An insurance company must reasonably evaluate a claim.
10. The wreck damaged Plaintiff's property and/or vehicle, causing damages including but not limited to diminished value, negligent injury to property, loss of use, etc.
11. This wreck directly caused the Plaintiff personal injuries and property damages.
12. On or about 07/27/14, Defendant State Farm Insurance Company had in full force and effect a policy of automobile insurance and said policy of insurance provided for uninsured/underinsured motorist coverage.

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SALLY HOWE SMITH
COURT CLERK



13. Plaintiff is insured under the policy of insurance issued by the Defendant insurance company and is entitled to the benefits of the uninsured/underinsured motorist coverage provided by said policy.
14. On or about 07/27/14, the hit and run driver was an uninsured/ underinsured motorist, so the Defendant Insurance Company should pay the uninsured/underinsured motorist coverage.
11. That on 07/27/14, in Tulsa County, Oklahoma the Plaintiff was insured under the policy with State Farm Insurance Company for benefits of \$25,000.00 per person, \$50,000.00 per wreck.
12. Under the terms and conditions of the contract, Defendant STATE FARM INSURANCE COMPANY agreed to pay an insured all damages that are legally entitled to recover as a result of a wreck with an uninsured/underinsured motorist up to the policy limits.
13. Plaintiff has made numerous demands for payment under the contract.
14. Defendant State Farm Insurance Company has improperly denied payment of benefits in breach of its obligation to Plaintiff.
15. Defendant State Farm Insurance Company has failed, refused, and/or neglected to pay the contract benefits.
16. That Defendant State Farm Insurance Company's failure to honor the insurance contract has forced the Plaintiff to institute this litigation to recover amounts due under Plaintiff's insurance policies.
17. Defendant State Farm Insurance Company has not made a good faith attempt to communicate with the Plaintiff or their representatives.
18. Defendant State Farm Insurance Company has refused and/or failed to fairly and/or reasonably evaluate the injuries sustained by the Plaintiff.
19. Defendant State Farm Insurance Company has refused and/or failed to fairly and/or reasonably investigate the injuries sustained by the Plaintiff.
20. Defendant State Farm Insurance Company has failed to make good faith offers to settle and pay Plaintiff's claims under the terms of their insurance policy.
21. By the actions/omissions of Defendant State Farm Insurance Company, the Plaintiff has been left with no option for remedy other than filing this lawsuit.
22. Defendant State Farm Insurance Company's actions are in direct violation of 36 O.S. § 1250.5(13).
23. Defendant State Farm Insurance Company's actions are in violation of the terms of Plaintiff's automobile insurance policy.
24. Defendant's actions are in violation of Oklahoma law.
25. Liability is reasonably clear in this crash.
26. Defendant State Farm Insurance Company violated 36 O.S. § 1250.5 (4).
27. As a result of Defendant State Farm Insurance Company's conduct, Plaintiff has suffered economic distress as well as economic loss due to the loss of time, value of money and use of the money damages Plaintiff is entitled to, but denied by Defendant State Farm Insurance Company.
28. Defendant State Farm Insurance Company's actions are in bad faith and contrary to law.

WHEREFORE, Plaintiff prays for judgment against Defendants, in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code, pre-judgment interest, post-judgment interest, fees, costs, expenses and all other appropriate relief.

ATTORNEY FEE CLAIMED; JURY TRIAL DEMANDED; ATTORNEY LIEN CLAIMED;
PRE AND POST-JUDGMENT INTEREST

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JPT', is written over a horizontal line.

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